

**COLLECTIVE AGREEMENT**

**Between**

**THE CHILDREN'S AID SOCIETY  
OF HALDIMAND and NORFOLK**

**And**

**THE CANADIAN UNION  
OF PUBLIC EMPLOYEES**

**And its LOCAL 1766**

**April 1<sup>st</sup>, 2018 to March 31<sup>st</sup>, 2022**



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**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE CHILDREN'S AID SOCIETY OF HALDIMAND and NORFOLK**

**(hereinafter referred to as the "Employer")**

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**and its LOCAL 1766**

**(hereinafter referred to as the "Union")**

**ARTICLE 1 - PREAMBLE**

**1.01** Whereas, it is the desire of the Union and the Employer to provide efficient and economical administration and services, both parties agree that for such purposes, it is essential to maintain harmonious relations between the Employer and its employees and to promote the morale, well-being and security of all employees represented by the Union; to provide procedures for dealing with grievances; to promote co-operation, joint discussions and negotiations in all matters pertaining to wages, hours of work and working conditions.

Whenever the singular or the masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context so requires.

Now, therefore, the parties agree as follows:

**ARTICLE 2 - MANAGEMENT RIGHTS**

**2.01** The Union recognizes the rights conferred upon the Employer by statute and the rights of the Employer to maintain order, discipline and efficiency and to hire, promote, demote, retire, transfer, suspend or otherwise discipline and discharge a non-probationary employee for just and proper cause, provided that procedures contrary to this Agreement are not used and provided that a claim of discriminatory promotion or demotion, or a claim that a non-probationary employee has been discharged or disciplined without just and proper cause, may be the subject of a grievance and dealt with under the grievance provisions of this Agreement. A probationary employee may be discharged by the Employer for any reason that is not arbitrary, discriminatory, or made in bad faith.

**2.02** The Union further recognizes the rights of the Employer to operate and manage its business in all aspects in accordance with its responsibilities. In addition, the location of places of employment, the methods, processes and means of performing the various services are solely and exclusively the responsibility of the Employer.

**2.03** The Employer has the right to make and alter from time to time rules and regulations such as policies and procedures to be observed by the employees. The Employer agrees that any such rules shall not conflict with the provisions of this Agreement.

### **ARTICLE 3 - RECOGNITION**

**3.01** The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of The Children's Aid Society of Haldimand and Norfolk, in the Counties of Haldimand and Norfolk, save and except Supervisors/Managers, persons above the rank of Supervisor/Manager, Executive Assistant to the Executive Director, Administrative Assistants, students employed during the vacation period; and any other staff position which meet the following criteria:

Staff who, as a responsibility of their job duties, have access to confidential personnel records; have access to confidential information related to agency financial data to include payroll and accounting data; have access to agency strategic planning; and casual or temporary employees hired, through a Service or Employment agreement, to support a specific time limited plan.

**3.02** No employee shall be required or permitted to make any written or verbal agreement with the Employer or the Union, or their respective representatives which conflicts with the terms of this Agreement.

### **ARTICLE 4 - DISCRIMINATION**

**4.01** The parties agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability nor by the reason of membership or activity in the Union or that of any dependent of the employee, or for exercising his/her rights under this Agreement.

**4.02** The employer agrees to provide new employees with a copy of the collective agreement, review the compensation articles of the collective agreement with them, and advise such employees of the name of the Union President and Steward.

### **ARTICLE 5 - UNION MEMBERSHIP**

**5.01** All employees who are eligible to be within the bargaining unit as a condition of continuing employment, shall become members in good standing of the Union, according to the Constitution and By-laws of the Union. All such future employees shall, as a condition of continued employment, become and remain members in good standing in the Union within thirty calendar days of employment with the Employer. Any consultant contracting for any purposes other than the existing work of this Society shall not be considered an employee within the meaning of this Article.

**5.02** In April and November of each calendar year, the Employer will provide a designated member of the Union Committee with a list of all bargaining unit employees' names and job titles. The list will include any home address, home phone number and cell phone number provided to the Employer by bargaining unit employees.

**5.03** Upon commencing employment in the bargaining unit, new employees will be advised that their positions are in the bargaining unit, that there is a collective agreement which contains terms and conditions of employment, and that union dues will be deducted from their pay.

New employees in the bargaining unit will also be advised that they are entitled to spend up to fifteen (15) minutes of their working time during the first month of employment speaking privately with a Union representative about the role of the Union in the workplace. Neither the employee nor the Union representative will lose any pay as a result.

## **ARTICLE 6 - CHECK OFF ALL UNION DUES**

**6.01** The Employer shall deduct from every member employee covered by this Agreement any dues, initiations, or assessments as are uniformly levied in accordance with the Union Constitution and/or By-laws, and owing by any employee to the Union.

**6.02** After thirty (30) calendar days, the Employer shall deduct the regular Union dues of a member on a bi-weekly pay period basis. The Employer will forward to the National Secretary-Treasurer of the Canadian Union of Public Employees the dues deducted along with a list of bargaining unit employees and dues deducted. That list will be provided to the Union as well. The Union shall indemnify and save the Employer harmless with respect to all dues so deducted and remitted.

## **ARTICLE 7 - MEMBERSHIP - NON-MEMBERSHIP**

**7.01** The Union agrees that no employee or consultant shall in any manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership, activity, or non-activity, in the Union.

## **ARTICLE 8 - CORRESPONDENCE**

**8.01** All correspondence between the parties, arising out of this Agreement or incidental thereto shall pass to and from the Executive Director, or designate, and the President of the Union, unless otherwise provided herein.

## **ARTICLE 9 - UNION COMMITTEES AND STEWARDS**

- 9.01** (1) The Employer will recognize:
- (a) A Union Committee of 4 employees, one of whom shall be the President of the Local or the President's representative for the purpose of renewing or amending the Agreement;

- (b) A Grievance Committee of 2 employees, one of whom shall be the President of the Local or the President's representative.

(2) The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer. The Union will provide the Employer with forty-eight (48) hours' advance notice of the attendance by the CUPE National Representative at such meetings.

(3) The Union shall advise the Employer of the employees serving on the committees outlined under (1) (a) and (b).

**9.02** In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect stewards whose duties shall be to assist any employee whom the Union represents, in preparing and presenting grievances in accordance with the grievance procedure.

**9.03** All members of the committees described in Article 9.01 and all stewards shall have completed probation.

## **ARTICLE 10 - LABOUR MANAGEMENT RELATIONS**

**10.01** The Employer agrees that stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes, and presenting adjustments as provided in this Article. It is understood that a steward has regular work to perform on behalf of the Employer and that such employee will not leave work without first obtaining permission from a supervisor or supervisor designate or the Executive Director, or designate, which shall not be unreasonably withheld, and shall explain the reason for the proposed absence. Upon resuming work, such employee will report to the supervisor, supervisor designate or the Executive Director, or designate.

**10.02** Any member of the Union Committee, as outlined in Article 9.01, who is in the employ of the Employer, shall have the privilege of attending meetings with the Employer at the request of either party without loss of remuneration subject to the following conditions:

- (i) Such business must be between the Union and the Employer;
- (ii) The time shall be devoted to the prompt handling of said business;
- (iii) The Employer reserves the right to limit such time if the time so taken is unreasonable.

### **10.03 *Union/Management Committee***

Purpose: The primary purpose of the Union/Management Committee is to serve as a vehicle for ongoing communication between unionized staff of the Agency and

Management Personnel through regular meetings between representatives of Management and the Union.

Committee Membership: Three (3) representatives from the Union and three (3) from Management shall serve on the Committee. A quorum of four (4) members is necessary, two (2) from each party, to conduct business.

Meetings: Meetings will be held as necessary on an agreed upon date. Agenda items should be submitted to the Co-Chairs of the Committee at least forty-eight (48) hours before the meeting in order that the agenda may be circulated to all Committee members. The Chairperson shall alternate each meeting between Union and Management. All minutes, once approved, shall be posted on the Society's intranet.

Minutes: Minutes will be taken of the meetings and distributed to all members. Any changes in the minutes will be noted at the beginning of the next meeting. The recording of minutes shall alternate each meeting between Union and Management.

## **ARTICLE 11 - GRIEVANCE PROCEDURE**

### **11.01 *Grievance Procedure***

For the purposes of this Agreement, a grievance shall consist of any complaint alleging that the provisions of this Agreement have not been complied with or an allegation by an employee that he or she has been unjustly dealt with in this Agreement. It is the mutual desire of the parties that complaints of employees shall be adjusted as promptly as possible.

### **11.02 *Complaint Stage (Verbal)***

An employee shall take up any complaint (verbally) with the employee's immediate supervisor within five (5) working days of the event upon which the complaint originated. The employee may, if he/she wishes, be accompanied by the Steward. The immediate supervisor shall give a verbal reply within two (2) working days.

### **11.03 *Grievance Stages (Written)***

*(Step 1)* If not satisfied at 11.02, an employee shall take up any grievance directly with the employee's supervisor, using the prescribed form, within three (3) working days of having received the reply from the supervisor as per Article 11.02. The employee may, if he/she wishes, be accompanied by the Steward. The employee's supervisor shall give a written reply within three (3) working days.

*(Step 2)* Should an employee not be satisfied with the reply under Step 1, the grievance may within a further three (3) working days be submitted in writing to the Executive Director, or designate, who shall arrange an interview within three (3) working days, with the grievor, with the Steward in attendance. There may also be a representative of the Union present if requested by either party. At this meeting, the grievance will be discussed. The Executive Director, or designate will give the decision in

writing within three (3) working days following this meeting, with a copy to the Steward.

#### **11.04 Group Grievance**

The Union shall have the right to process a Group Grievance in cases where more than one employee may be affected, or where a grievance could not otherwise be processed by an individual employee, commencing at Step 2.

#### **11.05 Policy Grievance**

Either party shall have the right to process a Policy Grievance in the case of any difference arising directly between the Union and the Employer relating to the interpretation, application or alleged violation of this Agreement, and such grievance may be presented by either party commencing at Step 2.

### **ARTICLE 12 – ARBITRATION PROCEDURE**

**12.01** Where a grievance which has been properly carried through all of the steps of the Grievance Procedure outlined in Article 11 above, and has not been settled, the Union or the Employer may, in writing, refer the grievance to a Board of Arbitration (the "Board") within twenty (20) working days of the receipt of the decision at Step 2 of the Grievance Procedure.

**12.02** The Board will be composed of one (1) person appointed by the Employer, one (1) person appointed by the Union, and a third person, to act as Chairperson, chosen by the other two members of the Board. Alternatively, the parties may mutually agree to appoint a single Arbitrator to hear the grievance. No person may be appointed to the Board, or as a single Arbitrator, who has been involved in an attempt to negotiate or settle the grievance.

**12.03** Within seven (7) calendar days of the request by either party for a Board, each party shall notify the other in writing of the name of its appointed nominee to the Board. If a party fails to respond within the time limit herein, the party seeking to advance the grievance to arbitration may, in accordance with the *Labour Relations Act*, apply to the Ministry of Labour to request the appointment of a nominee for the other party.

**12.04** Should the Employer's nominee and the Union's nominee fail to agree on a Chairperson within ten (10) calendar days of the notification listed in Article 12.03 above, the Ministry of Labour of the Province of Ontario may be asked by the Union or the Employer to nominate a person to act as Chairperson at any time thereafter.

**12.05** The decision of a Board, a majority thereof, or a single Arbitrator, constituted in the above manner, shall be final and binding on both parties.

**12.06** The Board shall not be authorized to alter, amend, add to, substitute, subtract from or modify any of the terms of this Agreement, nor to make any decision inconsistent therewith nor to deal with any matter that is not a proper matter for grievance under this Agreement.

**12.07** The Employer and the Union will each bear the expenses of its own nominee to the Board and the parties will jointly and equally bear the expenses of the Chairperson of the Board, or single Arbitrator as the case may be.

**12.08** The time limits set out in the Grievance Procedure and the Arbitration Procedure herein are mandatory and failure to strictly comply with such time limits, except by the written agreement of the parties shall result in the grievance being deemed to have been abandoned, subject only to the provisions of section 48(16) of the *Labour Relations Act*.

**12.09** Once the Grievance Procedure has been exhausted and a written referral of the grievance to an Arbitration Board has been made, the parties may agree to mediate the dispute. In such a case, the arbitration of the grievance shall be held in abeyance pending the outcome of the mediation. The mediator shall be mutually agreed to by the Union and the Employer and the selection confirmed in writing. The parties will jointly and equally bear the expense of the mediation, including the fees of the mediator. Any agreement reached in mediation shall be set out in writing and signed by the parties. In the event that an agreement is not reached in mediation, either the Union or the Employer may continue to process the grievance through the Arbitration Procedure outlined above, by confirming such intention in writing to the other party no later than seven (7) calendar days after the conclusion of the mediation.

### **ARTICLE 13 - DISCIPLINE AND DISCHARGE**

**13.01** Where a supervisor intends to hold a disciplinary meeting, the supervisor shall notify the employee that the meeting shall occur the following working day, or immediately provided that the employee is able to have his/her Union representative present, if desired. Any such meeting shall be documented and copies forwarded to the employee, their personnel file, and the Union if the Union is in attendance at the disciplinary meeting.

**13.02** Whenever the Employer deems it necessary to censure an employee, the Employer shall within five (5) working days after the disciplinary meeting give written particulars of such censure to the employee involved.

**13.03** An employee who has completed the probationary period may be dismissed, but only for just cause. When an employee is discharged or suspended, the Employee shall be given the reason in the presence of the Steward, if requested, and such reason shall be put in writing and sent to the Employee within five (5) working days.

**13.04** A grievance claiming unjust discharge or suspension shall be submitted in writing to the Executive Director, or designate, within five (5) working days of the date that the Union and the Steward have been notified in writing of such discharge or suspension.

**13.05** In cases of suspension or discharge, evidence shall be limited to the grounds stated in the suspension or discharge notice to the employee, except for material evidence not known to the Employer at the time of notice, and pertaining to the grounds stated in said notice.

**13.06** A written disciplinary action imposed upon an employee shall be removed from the employee's personnel file twenty-four (24) months after imposition, providing there is no similar or like disciplinary action within the same twenty-four (24) month period.

## **ARTICLE 14 - SENIORITY**

**14.01** Seniority is defined as the length of service with the Employer and shall be used in determining preference or priority for promotions, transfers, demotions, layoffs and recall; providing the most senior employee is able to meet the normal requirements of the job in question.

Note: employees working 24 hours per week or more are considered full time employees in regard to accrual of seniority. Employees working less than 24 hours per week will be pro-rated.

**14.02** The employer shall maintain a master seniority list showing the date upon which each employee's service commenced. The Employer shall prepare and post the seniority list on the Staff Home Page and email the list to the Union. This list shall be brought up-to-date as of April 1st and November 1st of each year and posted on the Staff Home Page and emailed to the Union. At any time during working hours, up-to-date seniority information shall be available, on reasonable notice, to the Union on application to the Executive Director, or designate.

**14.03** Seniority will be recognized from the date of first hire into a bargaining unit position with the Employer. This excludes any period in which the employee was employed in a management job, had a break in employment status, and (subject to the provisions of the *Employment Standards Act, Workplace Safety and Insurance Act*, or other applicable legislation) was on an unpaid leave of absence from the Employer. Upon the completion of the probationary period, a new employee shall be granted seniority for all hours worked in a prior contract position with the Employer, provided that the contract ended less than 12 months prior to the employee commencing employment in the bargaining unit position.

The probationary period for newly hired staff is as follows:

- (1) Direct service staff, which shall include but not be limited to Child Protection Workers, Access Facilitators, Protection Support Workers: nine (9) months from date of hire, or six (6) months after successful completion of the Authorization Candidacy Examination (ACE) (for Child Protection Workers only), whichever period is longer. The probationary period shall not exceed twelve (12) months unless otherwise agreed by the parties.
- (2) Clerical and other staff: six (6) months from date of hire.

During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, except where expressly restricted.

**14.04** Seniority rights shall cease and an employee's employment shall be deemed terminated for any of the following reasons:

- (1) if the employee resigns;
- (2) after eighteen (18) consecutive months of layoff;
- (3) if the employee is discharged and the discharge is not reversed through the grievance procedure;
- (4) if an employee has been absent from work in excess of five (5) working days without sufficient cause or without notifying the employee's immediate superior, unless satisfactory reason is given;
- (5) if an employee is laid off and fails to return to work within five (5) working days after being notified by registered mail or notification delivered by courier to the last known address on the employer's records, to report for work and does not give a satisfactory reason;
- (6) if an employee overstays a leave of absence granted by the employer in writing and does not secure an extension of such leave, unless a satisfactory reason is given;
- (7) upon retirement.

**14.05** No employee shall be promoted to a position outside the bargaining unit without the employee's consent. If an employee is promoted to a position outside of the bargaining unit, the employee shall retain seniority acquired at the date of leaving the Unit for a period of not more than twenty-four (24) months. If such employee returns to the bargaining unit, the employee shall be placed in a job consistent with his/her seniority provided he/she is able to meet the normal requirements of the job. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

## **ARTICLE 15 - PROMOTING AND STAFF CHANGES**

**15.01** When a new position is created, or when a vacancy occurs, the Employer shall immediately notify the Union in writing and post a notice of the position via email. Positions shall have a closing date of a minimum of five (5) working days in order that all members will know about the position and be able to make written application thereof. Management will give written notice to the bargaining unit of any vacancies outside of the bargaining unit and, where appropriate, will post these positions. However, it is understood that the Employer may proceed with other advertising of any position during the time of posting. For the purpose of this Article, notification in writing may include notification by way of electronic mail.

**15.02** (a) Posted vacancies will state the job title, term, summary and requirements, salary range, and applicable dates. An employee wishing to apply for the vacancy shall do so in writing during the posting period. Unless otherwise agreed to by the Employer, or

where an employee in a temporary position applies for a permanent posting for the same position in the same department, employees may not apply to a posted position unless they have been in their current position for a period of twelve (12) months.

(b) If an employee is on a leave of absence when a temporary position is posted, the employee may only apply to the posting if the employee is prepared to return to work at the posted start date of the position.

**15.03** Appointment to the vacancy shall be made of the senior applicant able to meet the normal requirements of the job. When an employee is displaced due to a position being made redundant, should the position be reinstated, within 18 months the displaced employee shall have first right of refusal, seniority notwithstanding.

#### **15.04** Qualifications

- a) Should job qualifications be changed by the employer, bargaining unit members will be deemed qualified for their current positions, and those qualifications for which an employee has been deemed qualified will be transferable to any other position within the bargaining unit which requires those qualifications.
- b) Should qualifications be changed as a result of legislation or government directives, the Employer shall request that the Ministry of Child and Youth Services and the Union work with it to develop a plan to mitigate any negative impact for staff.

**15.05** When a secondary vacancy occurs due to the transfer of an employee into the initial vacancy, it shall be posted for four (4) working days. Subsequent vacancies shall be posted for three (3) working days.

**15.06** The successful applicant appointed to a posted vacancy shall be placed on the job for a period to coincide with the period outlined in Article 14.03. This shall not be considered a probationary period where the successful applicant already has completed a probationary period with the Employer. Conditional upon satisfactory service, such promotion shall become permanent. In the event that the successful applicant proves unsatisfactory in the position during the aforementioned period, or if the employee finds himself or herself unable to perform the duties of the new job classification, the employee shall be returned to the former or similar position at the former salary. Any employee promoted or transferred because of the re-arrangement of positions shall also be returned to the former or similar position at the former salary.

**15.07** When the Employer decides to postpone or not fill a vacancy, the Union shall be notified in writing of the reasons.

**15.08** The Union shall be notified of all appointments, hirings, layoffs, transfers, recalls, suspensions and terminations of employment of employees subject to this Agreement.

**15.09** When an employee through compensable injury or disease is unable to fulfill the normal requirements of the job, the employee may be assigned to other work, which the employee is able and qualified to perform, where such work is available and provided that the employee shall not displace any other employee with greater seniority.

**15.10** Successful and unsuccessful applicants from within the bargaining unit shall be so advised. The name of the successful applicant will be posted.

**15.11** Where a vacancy is not filled under the Employer's normal internal posting and recruitment processes, the Employer will arrange for the job to be posted on the OACAS website. Where the vacancy is filled by an individual who, when awarded the job, is employed by another Children's Aid Society in Ontario, the employee's service for the purposes of determining the applicable wage rate and vacation entitlement shall be based on the length of the employee's most recent period of continuous service with the other participating Children's Aid Society. The foregoing does not apply to seniority-based entitlements and in no way reduces the probationary period which the employee must serve with the Employer.

**15.12** An unsuccessful applicant who applied for a vacancy, upon request to his/her immediate supervisor, shall receive written reasons why the employee did not receive the posted position. If the reason is not satisfactory to the employee, a grievance may be submitted in accordance with the Grievance Procedure.

**15.13** For the purposes of Article 15 "vacancy" shall mean those of a long-term nature such as arise through resignations, new jobs, extended illness, or leave of absence of over six (6) months.

**15.14** An employee promoted or transferred, either permanently or temporarily, to a higher level in the salary scale, shall be placed at a step in the level that will represent a salary increase of no less than one step in the salary range of the level from which the employee was promoted or transferred. If, prior to transfer or promotion, the employee was at the top step of their former level, the employee will be placed at the step in the new level with the salary closest to their most recent salary at their former level but no less. When an employee is transferred to a lower paying level in the salary scale, the employee's salary shall not be decreased.

## **ARTICLE 16 – TERMINATION, LAY-OFF AND RE-CALLS**

**16.01** Layoff is defined as a reduction in the workforce complement or an involuntary reduction in hours which results in a reduction in earnings of the type and extent described in the *Employment Standards Act, 2000*. For clarity, there is no layoff if a reduction is offset by the Employer exercising its discretion to transfer the employee to another position without posting or competition. Where layoffs are to occur, the parties agree to convene a Union/Management Committee meeting in order to attempt, by mutual agreement, to determine how the layoff will be effected. If no such agreement is reached, the provisions of this Article will apply.

**16.02** In the event of a layoff, the Employer shall identify the classification in which the layoff will occur. For the purposes of this article, the three (3) "classifications" shall be (a) Child Protection Workers (Children's Services, Family Services, Intake and Resources Departments), (b) Youth Services Workers and Protection Support Workers, and (c) Clerical Support which is comprised of Legal Assistants, Access & Drive Coordinators, and Program Assistants. Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a lay-off, employees in the classification shall be laid off in the reverse order of seniority, providing the remaining employees in the classification are able to meet the normal requirements of the available jobs. If a layoff results from the reduction of a position in a department, where possible, the Employer shall first transfer the least senior employee in that department whose position is paid at the same level in the Salary Scale into the position of the laid-off employee, providing the transferred employee is able to meet the normal requirements of the job. The employer will not employ temporary or contract employees in the classification of an employee who is laid-off if the laid-off employee is able to meet the normal requirements of the available temporary or contract job(s).

**16.03** The Employer shall give the Union a minimum of two (2) months' notice in the event the Employer has determined that there will be a reduction in bargaining unit employees and/or closure of programs, services or supports; layoffs; restructuring; or any other initiative that would impact the job security of bargaining unit members. The Employer shall meet with the Union within fifteen (15) working days of the notice at which time the Employer shall advise the Union of its plans. The Employer and the Union will continue to meet on an ongoing regular basis to minimize impact on service.

**16.04** An employee who is subject to permanent layoff shall have the following entitlements:

- (a) be placed on a recall list for eighteen (18) months from the date the actual layoff begins; or
- (b) accept the layoff, waive the right to recall, resign, and receive any termination and severance pay of two (2) weeks salary for each year of continuous service to a maximum of twenty-six (26) weeks' pay inclusive of obligations under the Employment Standards Act, 2000.

**16.05** The Employer agrees to pay its share of premiums for group insurance plans for the first two (2) months following the month of layoff. Laid off employees will pay their share of such premiums from final wages. In the event of a longer lay-off, and not exceeding six (6) months, employees so affected will be given the opportunity to continue the coverage through direct payment provided the plan permits it.

**16.06** In the event of an increase in staffing in a classification, employees laid off from that classification shall be recalled first in reverse order of lay-off. If the available positions are not filled in accordance with the foregoing, employees laid off from other classifications shall be recalled in reverse order of lay-off. No recall will be made unless the employee in question is able to meet the normal requirements of the available job.

**16.07** The Employer recognizes the benefit of providing job security within the workplace. The Employer will provide employees with adequate on-the-job training and personal development to equip Union members for further employment opportunities within the agency.

**16.08** In order to effectively manage, and contain costs within the agency, the Employer may from time to time sub-contract with an agent outside the agency. Before sub-contracting outside the agency, the Employer will convene a Union/Management Committee meeting to explore every other option available prior to the lay-off of any bargaining unit member.

When the Employer plans to sub-contract outside the agency, the Employer will notify the Union in advance, in writing, concerning the proposed sub-contracting. Should the Union desire further clarification/discussion, the Management's plan will be placed on the next Union/Management Committee agenda.

The Union/Management Committee will review the economic feasibility of the planned sub-contract work remaining with the Bargaining Unit, prior to the issue of any layoff notice.

**16.09** All staff must provide one (1) month's notice, in writing, of termination of employment. Any vacation balance owing the employee shall not be considered part of the notice period.

## **ARTICLE 17 - HOURS OF WORK**

**17.01** The normal hours of work for office, clerical and social work staff shall be from 8:30 a.m. to 4:30 p.m. with 1 hour unpaid lunch, from Monday to Friday inclusive, or other hours by mutual consent.

**17.02** All Staff may reschedule their working hours and/or working days according to the demands of their job, except where the usual hours of employment are a pre-condition of employment. Such a special working schedule can be arranged by staff in consultation with the supervisor.

**17.03** All employees shall be permitted a rest period of fifteen (15) consecutive minutes both in the first and second half of the working day.

**17.04** Contract personnel will be hired solely to work on an After Hours Schedule for up to a maximum of fifty-two (52) weeks in a calendar year. Staff wishing to be placed on the After Hours Schedule are required to sign an Employment Agreement, subject to the approval of the Executive Director.

The Employer will recruit contract personnel as required.

## ARTICLE 18 - OVERTIME COMPENSATION

**18.01** All time worked beyond an employee's seven hours per day will be considered as overtime pursuant to the following:

- (1) Planned Overtime  
Planned overtime is time worked in excess of seven hours in a work day which is scheduled in advance and is pre-approved by the employee's supervisor or designate. Such overtime shall be compensated as compensatory time at one (1) hour for one (1) hour basis to be taken off at a mutually agreeable time as outlined in Article 18.02.
- (2) Emergency Overtime  
Emergency overtime is time worked in excess of seven hours per day which is deemed to be an emergency by the employee's supervisor or designate and is not considered the responsibility of the After Hours worker. Emergency overtime is required to be pre-approved by the employee's supervisor. Such overtime shall be compensated as compensatory time at the rate of one and one-half (1 ½) hours for each one (1) hour worked.

**18.02** Employees required to work in excess of their normal hours of work per two week period will be compensated according to article 18.01 with such time taken within sixty (60) calendar days of it having been earned. If the Employer does not permit an employee to take such time within the aforementioned period of sixty (60) calendar days, the employee shall consult with his or her supervisor and request that the time be taken within a further sixty (60) calendar days. If the Employer does not permit the employee to take such time within the aforementioned period of one-hundred and twenty (120) calendar days, the time shall be paid out to the employee at the employee's regular rate.

**18.03** It is understood that, although an employee can flex their work time during a two week period, time worked beyond 44 hours in any one week period will be paid at one and one half times the employee's straight time regular hourly rate. In the event that such work should be necessary on a Sunday or a holiday, hours worked shall be considered at time and one half. However, time worked on a Sunday or holiday may be considered as flex time if not in excess of the employee's normal hours of work per two week period. Time off shall be taken at the Supervisor's discretion.

**ARTICLE 19 - PAID HOLIDAYS**

**19.01** All employees shall receive without working, the equivalent of one (1) day's pay at the basic rate for each of the following holidays regardless of the day on which the holiday is observed:

- |                |                  |
|----------------|------------------|
| New Year's Day | Civic Holiday    |
| Family Day     | Labour Day       |
| Good Friday    | Thanksgiving Day |
| Easter Monday  | Christmas Day    |
| Victoria Day   | Boxing Day       |
| Canada Day     |                  |

Plus any other day proclaimed as a holiday by the Federal or Provincial Governments, plus any municipal Holiday which is recognized as a paid holiday by the Employer, plus December 24.

**19.02** When any of the above holidays falls on a Saturday or Sunday and is not proclaimed as being observed on some other day, or if December 24 falls on a Saturday or Sunday, a day off in lieu thereof shall be granted by mutual agreement.

**19.03** If a paid holiday, or December 24, falls or is observed during an employee's vacation period, the employee shall be granted an additional day off with pay at a time mutually agreed upon between the employee and the Employer.

Any employees who, effective the date of Ratification, have already used or scheduled their entire 2015 float entitlement under the 2011-2015 Collective Agreement will be required to use either (a) one vacation day from their 2015 allotment or (b) one vacation or float day from their 2016 allotment.

**19.04** Float Days are granted based on credited service as follows, to be taken within the calendar year, and upon mutual agreement between the employee and his/her supervisor:

<u>Years of Service</u>	<u>Float Days</u>
After 1 Year	1 day
After 5 Years	3 days
After 10 Years	5 days
After 15 Years	6 days

Entitlement will be pro-rated for any employee working less than 1.0 FTE.

## ARTICLE 20 - VACATIONS

**20.01** All employees shall receive annual vacation with pay in accordance with credited service. Entitlement will be determined each calendar year according to the anniversary date of each employee.

<u>Years of Service</u>	<u>Vacation</u>
Less than 1 year of service	1 2/3 days for each month of service (for entitlement purposes, time will be rounded up to the next quarter hour.)
After 1 year	4 weeks
After 5 years	5 weeks
After 10 years	6 weeks
After 20 years	7 weeks

Entitlement will be pro-rated for any employee working less than 1.0 FTE.

- 20.02** (1) The vacation period shall be from February 1<sup>st</sup> to January 31<sup>st</sup>. Vacation taken in January of a given year shall be drawn from the employee's vacation allotment for that same calendar year.
- (2) The vacation selection process shall be conducted in two rounds, as follows:
- (a) By December 1<sup>st</sup>, employees may request up to three (3) weeks of vacation between the last week in June and Labour Day, inclusive, in the upcoming vacation year. This round of vacation requests will be processed and approvals made by December 15<sup>th</sup>.
  - (b) By December 30<sup>th</sup>, employees may request additional vacation during any weeks which remain available in the upcoming vacation year. Vacation between the last week in June and Labour Day, inclusive, will be subject to a maximum of four (4) weeks per employee. This round of vacation requests will be processed and approvals made by January 15<sup>th</sup>.
- (3) The Executive Director, or designate, shall set the vacation period taking into account the wishes of the employees, insofar as the Executive Director, or designate, considers them consistent with the efficient functioning of the agency. When there are more employees wishing to take vacation at the same time and within the same department, within each round of vacation selection, seniority shall govern subject to the following exceptions:
- (a) In the event of a vacation conflict during the March School Break or either week of the two (2) week period deemed Christmas/New Years, seniority may only be used to acquire vacation during one of these weeks. An employee may not use seniority to acquire vacation during

the March School Break or during the same week of the Christmas/New Years period in two (2) consecutive vacation years. The March School Break and the Christmas/New Years period will be identified by the Employer and communicated in advance on an annual basis.

(b) Requests for full weeks of vacation shall be given preference over requests for shorter periods of time in the same week.

(4) The Supervisor or designate shall post vacation periods on electronic team calendars on the Staff Home Page. After January 15<sup>th</sup>, the Executive Director or designate or the employee shall not alter the vacation periods unless by mutual consent.

**20.03** It is understood that the vacation entitlement shall not be cumulative and must be taken within the calendar year in which it is earned, unless extraordinary circumstances have prevented the employee from using vacation entitlement in the calendar year in which it is earned. In that case, the employee and supervisor will develop a plan for the employee to use any vacation carryover by March 31<sup>st</sup> of the following vacation year.

**ARTICLE 21 - SICK LEAVE PROVISIONS**

**21.01** Sick leave means the period of time an employee is permitted to be absent from work, with payment as outlined in Article 21.02, by virtue of being sick or disabled, quarantined by authority of a medical officer, or because of an accident for which compensation is not payable under the Workplace Safety and Insurance Act, 1997, and amendments thereto.

**21.02** Employees are entitled to the following sick leave subject to the following schedule and regulations:

<u>Length of Service at Commencement of Leave</u>	<u>Sick Leave Credit</u>	
	100% of Income	66% of Income
Less than 1 year	2 weeks	---
After 1 year	4 weeks	13 weeks
After 5 years	8 weeks	9 weeks
After 7 years	10 weeks	7 weeks
After 10 years	12 weeks	5 weeks
After 15 years	17 weeks	---

**Regulations:**

(a) After five (5) consecutive days absence caused by sickness, no leave with pay shall be allowed unless a certificate of a duly qualified medical practitioner or dentist is furnished to the Executive Director, if requested, certifying to the employee's inability to attend to his duties.

- (b) In the event of extended illness, the Executive Director may require additional medical evidence of continued inability to work.
- (c) The sick leave plan is intended for personal illness only.
- (d) Abuse of the sick leave plan is a cause for dismissal.
- (e) Sick leave credits are fully re-instated ninety (90) calendar days after return to work, without loss of seniority.
- (f) When employees are on an extended sick leave, and the employee's date of return was not definite, they must advise their supervisor or Human Resources when they will be returning to work as soon as possible or at least five (5) days before their return.
- (f) Employees who are unable to attend work as a result of a work-related accident or illness shall be eligible to take sick leave until such time that the employee's claim for WSIB benefits is approved. It is agreed that any sick pay provided to an employee pending approval of a WSIB claim is considered to be an advance on the WSIB benefits. If the employee is approved for WSIB benefits, that advance will be considered an overpayment owing by the employee to the Employer. The employee and the Union will take all required steps to advise the WSIB of the advance paid by the Employer and to ensure that the WSIB reimburses the Employer for the overpayment made.

**21.03** Where an employee qualifies for sick leave requiring admission to the hospital, or bereavement leave, or any other approved leave during his period of approved time off, including vacation, float or accrued overtime, there shall be no deduction from vacation or float credits or accrued overtime hours for such absence. By mutual agreement, the period of approved time off so displaced shall either be added to the approved time off or be reinstated for use at a later date.

## **ARTICLE 22 - LEAVE OF ABSENCE**

### **22.01 *Bereavement Leave***

In the case of the death of an employee's immediate family, a paid leave of absence of up to five (5) working days will be granted at the time of the death of an immediate family member. Immediate family is defined as spouse, partner, child, parent, brother, sister, step child, foster child, and foster parent. A paid leave of absence of up to three (3) working days will be granted at the time of the death in the case of the death of an employee's parent-in-law, brother-in-law, sister-in-law, aunt, uncle, grandparent, grandchild, niece and nephew.

**22.02** (a) In recognition of the fact that circumstances which call for bereavement leave are based on individual circumstances, the Executive Director, or designate, on request, may grant a leave or additional bereavement leave, without loss of pay or benefits or seniority.

(b) Where circumstances determine the need for time off due to the death of a significant other, the employer may grant such time off. The employee will apply vacation, flex or compensatory time to this unpaid period.

**22.03 *Voting Leave***

Employees shall be entitled to time off for the purposes of voting as stipulated in the Elections Act, R.S.O. 1980, and amendments thereto, without loss of pay, benefits or seniority.

**22.04 *Citizenship***

An employee shall be allowed the necessary time off without loss of pay, benefits or seniority, for a Court appearance to process the employee's Canadian Citizenship Application.

**22.05 *Jury Duty***

The Employer shall grant leave of absence without loss of seniority or benefits to an employee who serves as a juror or summoned witness in any Court proceeding except employees required to testify in relation to agency business. The Employer shall pay the employee's regular salary during such leave and the employee shall pay to the Employer the payment the employee receives for jury service or Court witness, excluding payment for traveling, meals or other out-of-pocket expenses. The employee will present to the Employer, proof of service and the amount of pay received.

**22.06 *Parental Leave***

An employee shall be allowed five (5) working days, without loss of pay, seniority or benefits, at the time of the birth of a child or the legal adoption of a child.

The benefits of this Article are available to any employee who chooses not to accept the benefits under Article 22.07 or 22.08.

**22.07 *Pregnancy/Parental/Adoption Leave***

Pregnancy Leave shall be in accordance with the Employment Standards Act, 2000 as amended from time to time, and will apply to an employee who has been employed for at least 13 weeks by the Employer. Pregnancy Leave shall cover a period up to seventeen (17) weeks. This includes the total period before and/or after the birth of a child.

Parental Leave shall be in accordance with the Employment Standards Act, 2000 as amended from time to time, and will apply to an employee who has been employed by the Employer for at least 13 weeks and who is the parent of a child following the birth of the child or the coming of the child into the employee's custody, care and control for the first time. The Parental Leave period will be up to a maximum of sixty-one (61) weeks if the employee also took pregnancy leave and sixty-three (63) weeks otherwise.

The total period for the Pregnancy and Parental Leaves combined shall not exceed seventy-eight (78) weeks.

The employee will advise the Employer of the request in writing stating the date the Leave is expected to begin and the date on which the employee will return to work. Notices are to be in accordance with the Employment Standards Act, 2000 which requires two (2) weeks written notice to begin Leave and four (4) weeks written notice of the intended date of return, unless circumstances prohibit the provision of defined notice at the commencement of the Leave. An employee who has taken Pregnancy Leave or Parental Leave shall be reinstated when the Leave ends to the position the employee most recently held with the employer, if it still exists, or to a comparable position, if it does not.

During Pregnancy and Parental Leaves, seniority continues to accrue and benefits continue as outlined in Article 25.02.

#### **22.08 *Pregnancy/Parental/Adoption Leave Top Up***

For employees who have completed two (2) years of service prior to their Pregnancy Leave or Parental Leave, the employer will provide a "Pregnancy and/or Parental Leave benefit" for a maximum of fifteen (15) weeks of the seventeen (17) weeks of Pregnancy Leave and/or for a maximum of twenty (20) weeks of the sixty-one (61) or sixty-three (63) weeks, as applicable, of Parental Leave. The amount of this additional compensation makes up the difference between the Standard EI benefits which the employee is eligible to receive and 66% of the employee's pre-Pregnancy Leave or pre-Parental Leave salary. In order to receive this benefit, the employee must submit an Employment Insurance benefit statement to payroll and must commit to a further twelve (12) months employment with the agency.

"Standard EI benefits" is defined as 55% of the employee's average weekly insurable earnings up to the EI maximum amount.

An employee may choose to receive payment for any outstanding earned vacation owed up to the date the leave begins. Such payment shall be requested by the employee and paid only after the employee's Employment Insurance benefits have been exhausted. Vacation pay will be issued at the end of the leave, and equivalent to the number of weeks of vacation owed the employee unless the employee wishes to use this time.

#### **22.09 *Union Leave***

Upon request to the Employer, leave of absence without pay, but without loss of seniority or benefits, may be allowed for employees to attend Executive and Committee meetings of CUPE, its affiliated or chartered bodies and any labour organization with which the Union is affiliated and Union educational courses. The Union will reimburse the Employer for the full cost of wages paid to employees on approved leave. This leave shall be granted to not more than four (4) employees at one time, and the total for all employees shall not exceed thirty (30) working days per year.

#### **22.10 *General Leave***

The Employer will grant leave of absence with or without pay, and with or without benefits, and with or without accrual of seniority, but without loss of seniority, provided such leave is for good and sufficient reason in the sole opinion of the Executive Director, or designate, and can be granted consistent with the requirements of the Employer. Requests shall be in writing and shall be submitted to the Executive Director, or

designate, in writing at least two (2) weeks in advance of the commencement of the leave, unless the circumstances make it impossible to do so. Replies shall be in writing, and shall include the reason if the request cannot be granted.

**22.11** When employees have been absent due to leave of absence, and the employee's date of return was not definite, they must advise their supervisor when they will be returning to work at least one (1) week before their return.

**22.12** *Education Leave*

Education leave may be granted to an employee for the purpose of educational improvement and/or skill advancement. Such leave may be granted with or without pay or benefits at the discretion of the Executive Director, or designate.

(i) Application in writing shall be received by the Executive Director or designate by the September preceding the year in which the leave begins. Applications will also be considered for employees completing part-time studies who may require modification to their work schedules.

(ii) The employee must sign an Education Agreement, at the discretion of and provided by the Employer which outlines the conditions of his/her Education Leave.

(iii) Upon returning from educational leave, the employee shall supply the Executive Director with proof or evidence, satisfactory to the Executive Director, that the employee attended and satisfactorily completed the course for which educational leave was granted.

(iv) The Employer shall endeavour to return the employee to a position of comparable level of responsibility similar to the permanent position vacated before the educational leave.

(v) The Executive Director shall reserve the right to deal with each request for leave on its own merit.

(vi) Seniority will continue to accrue during such leave.

**22.13** *Education Assistance*

The Employer shall pay 30% for reimbursement of the tuition costs paid by Child Protection Workers to upgrade toward a BSW or MSW degree. This amount will be paid upon proof of the successful completion of courses and tuition payment(s) made, and upon the Employee providing a written commitment to return to work at the Employer for a minimum of twelve (12) months following such completion. The Employee will sign an "Education Agreement" outlining the conditions under which education assistance is provided. The Employer reserves the right to limit the number of applications in a fiscal year depending upon availability of funds.

**22.14 Leaves Under the Employment Standards Act, 2000**

The Employer recognizes an employee's right to Family Medical Leave, Personal Emergency Leave, and other leaves pursuant to the Employment Standards Act, 2000, as amended from time to time.

Any leave of absence taken pursuant to the provisions of the Collective Agreement for a purpose which would qualify it as a leave pursuant to the Employment Standards Act, 2000 (including but not limited to Personal Emergency Leave) constitutes a greater right and benefit than the statutory leave.

**ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES**

**23.01** The Employer shall pay salaries and wages in accordance with Schedule "A" attached hereto and forming part of this Agreement.

**23.02** The principle of equal pay for equal work shall apply regardless of gender.

**23.03** *Kilometrage Allowance*

When employees are requested by the Employer and authorized by the immediate supervisor, to use their personal cars for the Employer, on a casual basis, or regularly by mutual agreement, the Employer shall pay a kilometer rate as following:

<u>Entitlement Year</u>	<u>Rate</u>
April 1, 2018 – March 31, 2019	\$0.50/km
April 1, 2019 – March 31, 2020	\$0.50/km
April 1, 2020 – March 31, 2021	\$0.51/km
April 1, 2021 – March 31, 2022	\$0.51/km

For all kilometers authorized by the employee's immediate supervisor and which are driven in the employee's own vehicle. The Employer may supply cars for agency business as deemed necessary.

It is understood and agreed that employees using their personal cars on the Society's business shall maintain third party liability insurance in an amount not less than one million dollars (\$1,000,000.00).

All employees must furnish the Finance Department with proof of insurance coverage as is required by this Article. Additional automobile insurance premium costs required by an insurer because of the transportation of Society clients by employees will be reimbursed by the Employer up to \$100.00 per year and would be available only to those Employees who are required to transport clients. Payment will be approved by the Director of Finance.

## **ARTICLE 24 - JOB CLASSIFICATION AND RECLASSIFICATION**

**24.01** Salary levels shall be as outlined in Schedule A attached. Issues regarding job classification or reclassification shall be referred to the Joint Job Evaluation Committee as outlined in the attached Letter of Understanding.

**24.02** When an employee is hired, promoted, or returns from leave of absence of three (3) months or more, the letter of appointment or re-appointment shall include the effective date, salary and related step, employment conditions, probationary period as applicable, location/team assignment, supervisor, and the anniversary date which will be used for future determination of incremental grid changes.

## **ARTICLE 25 - WELFARE BENEFITS**

**25.01 (a)** In addition to the Canada Pension Plan, every new eligible employee in the bargaining unit shall join the Ontario Municipal Employees Retirement System (O.M.E.R.S.). The Employer and the employees shall make contributions in accordance with the provisions of the plan.

**(b)** The employer shall advise all employees who apply for a Leave of Absence, of their option to buy back O.M.E.R.S. service and the requirements of the plan, should the employee wish to participate. Upon return to employment, deductions shall be made in equal bi-weekly amounts and as prescribed by O.M.E.R.S. regulations including time limitations unless other payment arrangements have been approved by the Employer.

**25.02** The Employer agrees to pay 100% of the premium costs for the following benefits for each eligible employee and eligible dependents of employees. All benefits will be subject to the terms and conditions of the governing master insurance policy. Eligible employees are those who have been continuously employed by the Employer in a permanent position for 6 months. The parties agree that the reinstatement of any benefit delisted by the government from the provincial health insurance plan will not result in the duplication of coverage for services under the extended health care plan.

### HOSPITAL ACCOMMODATION

Semi-private hospital accommodation

### EXTENDED HEALTH CARE

100% reimbursement is provided following a \$25 single\family deductible each year. Covered expenses include but are not limited to the following:

- Drugs which can only be purchased with a physician's written prescription
- Ambulance, Medical and Surgical supplies
- Accidental dental
- Speech Therapy, Clinical Psychologist (\$1,000 per year)
- Hearing Aid (\$500 every four years)
- Private Duty Nursing (\$10,000 per year)
- Services for a chiropractor, osteopath, physiotherapist, chiropodist, audiologist,

- podiatrist, naturopath, and acupuncturist (\$500 per year per practitioner)
- Services for a registered massage therapist (\$750 per year)
- Emergency Travel Assistance
- Out-of-province emergency services

DENTAL CARE

100% reimbursement according to the current ODA Fee Guide limited to \$1,500 per person each year.

ORTHODONTIC

50% orthodontic coverage for dependants under age 19 to a lifetime maximum of \$1,500 per eligible dependant.

BASIC LIFE INSURANCE

Two times annual income rounded to the next highest \$1,000.

ACCIDENTAL DEATH AND DISMEMBERMENT

An amount equal to the amount of life insurance will become payable in the event of death due to an accident.

DEPENDENT LIFE

Spouse: \$7,500  
 Each Child: \$2,500

VISION CARE

The vision care benefit will provide for eyeglasses, contact lenses, or laser eye surgery, per family member once every 24 months up to a maximum benefit of \$400.00 and eye examinations to a maximum of \$100 once every 24 months.

LONG TERM DISABILITY

The Employee agrees to pay 100% of Long Term Disability Insurance premium costs. Under this provision, Long Term Disability income becomes Non-Taxable.

Benefit Formula - 66% of monthly earnings to a maximum monthly benefit of \$4,000

Waiting Period - 17 weeks

Benefit Period - The date of recovery or age 65

Offsets - LTD is directly co-coordinated with CPP benefits for the employee, and Workplace Safety and Insurance Board payments. In any event, the employee's LTD benefit and income from all sources will total no more than 85% of the employee's "net" predisability earnings.

Disability Definition - During the first 24 months of benefits, the inability to perform the essential duties of the employee's own occupation. After this period, disability is defined as the inability to perform any occupation for which fitted through education, training or experience.

**25.03** While not working due to Long Term Disability, an employee's seniority stops accruing. When an employee returns on a "return to work" or related program, seniority will accrue, pro-rated as per Article 14.01, even though the Employer may not be paying the employee's wages. Vacation entitlements will begin to be accrued on a prorated basis once an employee returns to employer-paid employment.

**25.04** The Employer recognizes the need to ensure a healthy work environment for all employees. In ensuring that all employees have a process to deal with stress related to job expectations, the employer agrees to provide each employee and their family one thousand dollars (\$1,000.00) in total annually for the purposes of individual/family therapy/counseling after one (1) year of employment. The Employee shall be responsible for paying for missed appointments. Employees, who feel they need to access this service but have not been employed by the Employer for one year, may apply to the Executive Director for special consideration. The Employer agrees that each employee is entitled to choose the service provider of their choice contingent on that service provider having credentials that support their ability to provide therapeutic services (minimum graduate level of education). The Employer agrees to provide a system of direct payment to the service provider that guarantees the confidentiality of the employee and their family members.

**25.05** Any change in benefits carrier will not result in a reduction of any of the entitlements listed in this Article.

**25.06** Wellness Strategy:

A Health Spending Account (H.S.A) will be provided subject to the following conditions:

The annual H.S.A. amounts will be as follows, prorated for participants who commence their employment part way through the benefit year:

<u>Amount</u>	<u>Benefit Year</u>
\$500	April 1, 2018 to ratification date
\$500	Ratification date – March 31, 2019
\$1000	April 1, 2019 – March 31, 2020
\$1000	April 1, 2020 – March 31, 2021
\$1000	April 1, 2021 – March 31, 2022 and each benefit year thereafter subject to the renewal of this provision in the subsequent collective agreement.

The account would pay for Canada Revenue Agency (CRA) eligible expenses above benefit plan entitlements and may not be used to substitute for existing plan coverage.

The H.S.A will:

- i) have a one year roll-over consistent with CRA rules, such that any amount unused in a given year may be carried-over into the following year only;
- ii) facilitate employees to self-direct their wellness options and would be nontaxable as per CRA rules;

- iii) be administered by the Employer's benefits provider in accordance with the terms and conditions of its plan(s); and
- iv) be subject to the Income Tax Act (Canada) and the relevant CRA rules and requirements, including definitions regarding eligible expenses.

**25.07** The Employer shall pay the premiums for accident insurance coverage for all employees under the *Workplace Safety and Insurance Act*.

## **ARTICLE 26 - HEALTH AND SAFETY**

**26.01** The Employer acknowledges its responsibility to observe all reasonable precautions for the health and safety of its employees during working hours and shall supply such equipment as is necessary for this purpose. The Employer and employees agree to uphold the provisions of the Occupational Health and Safety Act, 1990, and amendments thereto.

**26.02** Employees who are injured while carrying out their duties and are required to leave for treatment, or sent home as a result of such injury, shall receive payment for the remainder of the day or scheduled shift, provided that proof of such incapacity is submitted, signed by a medical doctor, at regular rate of pay without deduction from sick leave, unless a doctor states that the employee is fit for further work on that day.

**26.03** Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident while carrying out their duties shall be at the expense of the Employer.

## **ARTICLE 27 - NO STRIKES OR LOCKOUTS**

**27.01** During the life of this Agreement, the Union agrees that there will be no strikes and the Employer agrees that there will be no lockouts.

**27.02** A "strike" or "lockout" shall be as defined in the Labour Relations Act, R.S.O., 1990 and amendments thereto.

## **ARTICLE 28 - GENERAL CONDITIONS**

**28.01** The Employer agrees to allow the posting of Union notices on bulletin boards by the union officials or stewards. Such notices shall be related to appointments, meetings, elections, conventions of the Union and Union social and recreational affairs.

**28.02** The Employer shall communicate opportunities for forthcoming training courses and experimental programs for which employees may be selected in order that interested employees shall be aware of the type, duration, location and required qualifications of the course and be able to make application therefore.

**28.03** In the event that the Employer requires an employee to upgrade their skills, the employer shall ensure that adequate training or study courses are provided and shall pay the cost of the training or study course, including the cost of tuition and textbooks.

**28.04** Upon termination the final pay received by an employee whose service is terminated or who has resigned or retires shall include accrued salary, vacation pay earned and any other benefits payable to the employee.

**28.05** All employees as of November 1, 1994 shall be deemed to carry the educational requirements which may in the future be required of their current position or any other position that requires the same educational requirement.

#### **ARTICLE 29 - COPIES OF MINUTES**

**29.01** Copies of the minutes of meetings of the Board of Directors will be forwarded to the Union and posted on a bulletin board specified for that purpose within five (5) working days following the approval of the minutes.

#### **ARTICLE 30 - TECHNOLOGICAL AND OTHER CHANGES**

**30.01** The Employer shall give the Union ninety (90) days advance notice of any planned technological change in methods which would affect wage rates or working conditions and will, if requested, discuss such change with the Union.

**30.02** In the event that the employer should introduce new methods or machines which require new or greater skills than are presently possessed by an affected employee under the present methods of operations, after hours training or study courses will be arranged where reasonable. The Employer shall pay for the cost of tuition and textbooks for any such required training or study course.

#### **ARTICLE 31 - AMALGAMATION, REGIONALIZATION AND MERGER**

**31.01** In the event that the Employer merges or amalgamates with another organization, the Employer will discuss same with all employees, ensuring as little disruption to employees and programs as possible is encountered in any transition. It is understood that specific areas of concern for the employees include job security, salaries and benefits, seniority and work location.

#### **ARTICLE 32 - COPIES OF THE AGREEMENT**

**32.01** The Union and the Employer desire all employees to be familiar with the provisions of this Agreement and their rights and duties under it. For this reason, the Employer shall provide sufficient copies of the agreement within thirty (30) days of execution thereof.

#### **ARTICLE 33 - NOTICES**

**33.01** Each employee shall provide written notice to the Executive Director, or designate, of a current mailing address and phone number and will advise changes, if any.

**33.02** Notice to the parties shall be addressed to:

The Executive Director,  
The Children's Aid Society of Haldimand and Norfolk  
70 Town Centre Drive  
Townsend, Ontario N0A 1S0

- and -

The President and Secretary,  
The Canadian Union of Public Employees, Local 1766  
c/o The Children's Aid Society of Haldimand and Norfolk  
70 Town Centre Drive  
Townsend, Ontario N0A 1S0

- and -

The Canadian Union of Public Employees  
21 King Street West, Suite 1700  
Commerce Place  
Hamilton, Ontario L8P 4W7

**ARTICLE 34 - TERM OF AGREEMENT**

**34.01** This Agreement shall be binding and remain in effect until March 31, 2022 and shall continue from year to year thereafter unless either party gives to the other party notice in writing not more than ninety (90) days and not less than thirty (30) days prior to March 31 in any year after 2021 that it desires its termination or amendment.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their duly authorized officers and representatives

**SIGNED** at Townsend, Ontario this 19<sup>th</sup> day of November, 2018.

**CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 1766**

**THE CHILDREN'S AID SOCIETY  
OF HALDIMAND and NORFOLK**

*[Signature]*  
\_\_\_\_\_  
*Jean LeBeur*  
\_\_\_\_\_  
*Carol Mombrey*  
\_\_\_\_\_  
*Monti*  
\_\_\_\_\_

*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_

## SCHEDULE A

The wage adjustments as below are reflected in the following tables:

April 1, 2018 – 2.00%  
 April 1, 2019 – 1.75%  
 April 1, 2020 – 1.75%  
 April 1, 2021 – 2.00%

### SALARY SCALE: Effective April 1st, 2018 to March 31st, 2019

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<b>Level 1</b> <b>Undefined</b>	\$35,192	\$37,059	\$39,021	\$41,089	\$43,266	\$45,658	\$48,184
<b>Level 2</b> <b>Office</b>	\$38,109	\$39,866	\$41,626	\$43,383	\$45,141	\$46,899	\$48,656
<b>Level 3</b> <b>Protection Support</b> <b>Legal Assistant</b> <b>Access &amp; Drive Coordinator</b>	\$42,436	\$44,396	\$46,355	\$48,311	\$50,268	\$52,228	\$54,182
<b>Level 4</b> <b>Youth Services Worker</b>	\$46,454	\$48,598	\$50,744	\$52,885	\$55,028	\$57,173	\$59,316
<b>Level 5</b> <b>Child Protection Workers</b> <b>(Telephone Intake and</b> <b>Family Service Coverage)</b>	\$50,781	\$55,594	\$58,521	\$61,599	\$64,842	\$68,087	\$71,489
<b>Level 6</b> <b>Child Protection Workers</b> <b>(Family, Children's,</b> <b>Resources, Kinship, Intake)</b>	\$55,423	\$60,622	\$63,870	\$67,229	\$70,775	\$74,311	\$77,849

**SALARY SCALE: Effective April 1st, 2019 to March 31st, 2020**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
<b>Level 1</b> <b>Undefined</b>	<b>\$35,808</b>	<b>\$37,707</b>	<b>\$39,704</b>	<b>\$41,808</b>	<b>\$44,024</b>	<b>\$46,457</b>	<b>\$49,027</b>
<b>Level 2</b> <b>Office</b>	<b>\$38,776</b>	<b>\$40,563</b>	<b>\$42,355</b>	<b>\$44,142</b>	<b>\$45,931</b>	<b>\$47,719</b>	<b>\$49,508</b>
<b>Level 3</b> <b>Protection Support</b> <b>Legal Assistant</b> <b>Access &amp; Drive Coordinator</b>	<b>\$43,179</b>	<b>\$45,172</b>	<b>\$47,166</b>	<b>\$49,157</b>	<b>\$51,147</b>	<b>\$53,142</b>	<b>\$55,131</b>
<b>Level 4</b> <b>Youth Services Worker</b>	<b>\$47,267</b>	<b>\$49,448</b>	<b>\$51,632</b>	<b>\$53,810</b>	<b>\$55,991</b>	<b>\$58,174</b>	<b>\$60,354</b>
<b>Level 5</b> <b>Child Protection Workers</b> <b>(Telephone Intake and</b> <b>Family Service Coverage)</b>	<b>\$51,669</b>	<b>\$56,567</b>	<b>\$59,546</b>	<b>\$62,677</b>	<b>\$65,977</b>	<b>\$69,279</b>	<b>\$72,740</b>
<b>Level 6</b> <b>Child Protection Workers</b> <b>(Family, Children's,</b> <b>Resources, Kinship, Intake)</b>	<b>\$56,393</b>	<b>\$61,683</b>	<b>\$64,988</b>	<b>\$68,406</b>	<b>\$72,013</b>	<b>\$75,612</b>	<b>\$79,212</b>

**SALARY SCALE: Effective April 1st, 2020 to March 31st, 2021**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
<b>Level 1</b> <b>Undefined</b>	<b>\$36,435</b>	<b>\$38,367</b>	<b>\$40,399</b>	<b>\$42,539</b>	<b>\$44,794</b>	<b>\$47,270</b>	<b>\$49,885</b>
<b>Level 2</b> <b>Office</b>	<b>\$39,455</b>	<b>\$41,273</b>	<b>\$43,096</b>	<b>\$44,914</b>	<b>\$46,735</b>	<b>\$48,554</b>	<b>\$50,374</b>
<b>Level 3</b> <b>Protection Support</b> <b>Legal Assistant</b> <b>Access &amp; Drive Coordinator</b>	<b>\$43,934</b>	<b>\$45,963</b>	<b>\$47,992</b>	<b>\$50,017</b>	<b>\$52,042</b>	<b>\$54,072</b>	<b>\$56,095</b>
<b>Level 4</b> <b>Youth Services Worker</b>	<b>\$48,094</b>	<b>\$50,314</b>	<b>\$52,536</b>	<b>\$54,752</b>	<b>\$56,971</b>	<b>\$59,192</b>	<b>\$61,410</b>
<b>Level 5</b> <b>Child Protection Workers</b> <b>(Telephone Intake and</b> <b>Family Service Coverage)</b>	<b>\$52,574</b>	<b>\$57,557</b>	<b>\$60,588</b>	<b>\$63,774</b>	<b>\$67,132</b>	<b>\$70,491</b>	<b>\$74,013</b>
<b>Level 6</b> <b>Child Protection Workers</b> <b>(Family, Children's,</b> <b>Resources, Kinship, Intake)</b>	<b>\$57,379</b>	<b>\$62,762</b>	<b>\$66,125</b>	<b>\$69,603</b>	<b>\$73,274</b>	<b>\$76,935</b>	<b>\$80,598</b>

**SALARY SCALE: Effective April 1st, 2021 to March 31st, 2022**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
<b>Level 1 Undefined</b>	<b>\$37,163</b>	<b>\$39,134</b>	<b>\$41,207</b>	<b>\$43,390</b>	<b>\$45,690</b>	<b>\$48,216</b>	<b>\$50,883</b>
<b>Level 2 Office</b>	<b>\$40,244</b>	<b>\$42,099</b>	<b>\$43,958</b>	<b>\$45,813</b>	<b>\$47,670</b>	<b>\$49,525</b>	<b>\$51,381</b>
<b>Level 3 Protection Support Legal Assistant Access &amp; Drive Coordinator</b>	<b>\$44,813</b>	<b>\$46,882</b>	<b>\$48,951</b>	<b>\$51,017</b>	<b>\$53,083</b>	<b>\$55,153</b>	<b>\$57,217</b>
<b>Level 4 Youth Services Worker</b>	<b>\$49,056</b>	<b>\$51,320</b>	<b>\$53,586</b>	<b>\$55,847</b>	<b>\$58,110</b>	<b>\$60,375</b>	<b>\$62,638</b>
<b>Level 5 Child Protection Workers (Telephone Intake and Family Service Coverage)</b>	<b>\$53,625</b>	<b>\$58,708</b>	<b>\$61,799</b>	<b>\$65,049</b>	<b>\$68,474</b>	<b>\$71,901</b>	<b>\$75,493</b>
<b>Level 6 Child Protection Workers (Family, Children's, Resources, Kinship, Intake)</b>	<b>\$58,527</b>	<b>\$64,017</b>	<b>\$67,448</b>	<b>\$70,995</b>	<b>\$74,739</b>	<b>\$78,473</b>	<b>\$82,210</b>

## SCHEDULE B

### Terms and Conditions Relating to Clinical Access Facilitators

1. The following Articles of the Collective Agreement shall not apply to Clinical Access Facilitators:
  - a. Article 14.01 – Seniority
  - b. Article 15 – Promoting and Staff Changes
  - c. Article 16 – Termination, Lay-Off and Re-Calls
  - d. Article 17 – Hours of Work
  - e. Article 18 – Overtime Compensation
  - f. Article 19.04 – Float Days
  - g. Article 20 – Vacations
  - h. Article 21 – Sick Leave Provisions
  - i. Article 22 – Leave of Absence Articles, with the exception of 22.09 and 22.14
  - j. Article 23.01 – Schedule A
  - k. Article 24 – Job Classification and Reclassification
  - l. Article 25 – Welfare Benefits, with the exception of Article 25.04
  - m. Article 28.03 – General Conditions
  
2. The following Letters of Understanding shall not apply to Clinical Access Facilitators:
  - \* Letter of Understanding – Job Evaluation
  - \* Letter of Understanding – Self-Funded Deferred Salary Leave Plan
  - \* Letter of Understanding – Workload
  - \* Letter of Understanding – Vacation Accrual During Pregnancy & Parental Leaves
  - \* Letter of Understanding – Benefits for Early Retirees
  
3. Clinical Access Facilitators may be required periodically to provide the Society with a police criminal record check, check of the Pardoned Sexual Offender Database, and/or Vulnerable Sector Verification Search at their own expense. A positive result from any of these checks shall be just cause for the discharge of the Clinical Access Facilitator.
  
4. Hours of work will be as arranged by the Supervisor, and may include evenings and weekends.
  
5. Clinical Access Facilitators shall be required to provide a minimum of four (4) hours' notice, where possible, in the event that they are unable to attend their scheduled shift due to illness or injury.
  
6. Clinical Access Facilitators who do not receive notice of a cancelled shift and report for scheduled work shall be paid for 50% of the scheduled shift at their regular rate of pay.
  
7. Clinical Access Facilitators will meet with their Supervisor as required.
  
8. Clinical Access Facilitators shall be credited with seniority calculated on the basis of the number of hours actively worked in a calendar year, with 1820 hours of work or more in a calendar year being equivalent to one (1) year of seniority.

9. Clinical Access Facilitators shall be paid on a bi-weekly basis, at the rate of \$21.69 per hour, less statutory deductions. The negotiated wage adjustments applied to Schedule "A" will be applied to the Clinical Access Facilitators' pay rate as well.
10. Clinical Access Facilitators shall receive on a bi-weekly basis 6% vacation pay, less statutory deductions, and shall be entitled to three (3) weeks of vacation time per year at a time satisfactory to the Employer. At least two (2) weeks of vacation shall be taken in complete weeks. The third week of vacation may be taken as five (5) individual days off rather than as a complete week.
11. The definitions, thresholds and requirements of the Employment Standards Act, 2000 shall govern any layoff of Clinical Access Facilitators. Clinical Access Facilitators shall be laid off in reverse order of seniority within that group. If the Employer determines that it will hire a Clinical Access Facilitator while Clinical Access Facilitators remain on temporary layoff, the laid off Clinical Access Facilitators shall be recalled to the position in reverse order of seniority. No recall shall be made unless the Clinical Access Facilitator in question is able to meet the normal requirements of the job.

LETTER OF UNDERSTANDING

Between

THE CHILDREN'S AID SOCIETY OF HALDIMAND AND NORFOLK

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND  
ITS LOCAL 1766

RE: JOB EVALUATION

Job Analysis Procedures and Ratings for New and/or Changed jobs

The following general procedure shall be used to rate jobs:

a) Step 1

A Job Analysis Questionnaire shall be completed by the incumbent(s) and the supervisor. The completed questionnaire shall be submitted to the Joint Job Evaluation Committee (J.J.E.C.); along with the copy of the current job description (if one exists). The questionnaire should detail any changes to the job resulting from new or changed circumstances on the job.

b) Step 2

The Committee shall draft or review an up-to-date job description based on the information gathered. When further information is required, interviews shall be held with the incumbent(s) and/or the supervisor. The Committee shall then submit the job description to the incumbent(s) and the supervisor for their mutual agreement. Amendments may be made to the proposed job description, as deemed necessary by the Committee, from the response of the incumbent(s) and the supervisor. When agreed upon, the job description shall be signed by the incumbent(s) and the supervisor to signify their mutual agreement.

c) Step 3

The job shall be rated, based on the agreed upon job description, in accordance with the Gender Neutral Comparison System. The Committee shall also use information obtained from the completed questionnaire, interviews with the incumbent(s) and/or supervisors as necessary, and if required, visits to the job site.

d) When the Committee has completed the rating of all jobs, it will provide the supervisor and the incumbent(s) with a copy of the job description and the rating sheet.

In the application of the Gender Neutral Comparison System, the following general rules shall apply:

- a) It is the content of the job, and not the performance of the incumbent(s) that is being rated;
- b) Jobs are evaluated without regard to existing wage rates;

#### Maintaining the Job Evaluation Programme

Either the incumbent(s) or the supervisor may request reconsideration of the job description and /or the job rating by completing and submitting a Job Evaluation Reconsideration Form stating the reason(s) for disagreeing with the job description and /or the rating of the job. Any such request shall be submitted within fourteen (14) calendar days of receipt of the Rating Sheet. The fourteen (14) day reconsideration period can be extended at the discretion of the J.J.E.C.. Both the incumbent(s) and the supervisor shall be permitted to make a presentation to the Committee. The J.J.E.C. shall consider the request and make a unanimous decision which shall be considered final and binding upon the parties and all employees affected. The Committee shall inform both the incumbent(s) and the supervisor of its decision.

It is important that each party maintain accurate job descriptions and job ratings on an ongoing basis. Failure to do so will serve to damage the integrity of the programme. The initial review shall commence one year following the finalization of all reconsideration and problems that may arise with the implementation of this job evaluation programme. Thereafter, it is the intention of the parties to periodically review jobs upon request and to conduct a comprehensive review of all positions every 3 years.

Whenever the Employer substantially changes the duties and responsibilities of a job or the incumbent(s)/Union feel that the duties and responsibilities of a job have been changed, or that the job description does not reflect the duties and responsibilities of the job, the following procedures shall be followed:

- a) The incumbent(s)/Union or the supervisor/Employer may request a job evaluation review by completing and submitting a Job Evaluation Reconsideration Form;
- b) Upon receipt of a completed Job Evaluation Reconsideration Form, the Committee shall proceed to gather accurate, up-to-date information on the job. The gathering of information may involve requesting the incumbent(s) and supervisor to complete an up-to-date job analysis questionnaire, the interviewing of incumbents and/or supervisors and/or visits to the job site. Based on this information, the Committee shall update the job description, as necessary;
- c) Where the job description has been changed, the Committee shall meet to rate each sub factor of the job, and to establish a new rating for the job and advise the incumbent(s) and/or supervisor of its decision. The rating of the job shall determine the pay grade for the job;

d) If the job is rated at a pay grade higher than the existing pay grade, the incumbent's rate of pay shall be adjusted retroactive to the effective date of the job change. The incumbent(s) shall retain the same place on any increment grid. If the job rating results in a lower pay grade the incumbent shall be red-circled;

e) It is understood that the J.J.E.C. will meet within thirty (30) working days of receiving either a draft job description or a job evaluation form, and shall render any decision in a timely manner.

Whenever the Employer wishes to establish a new job, the following procedures shall apply:

- a) The Employer shall prepare a draft job description for the job;
- b) The J.J.E.C. shall meet and rate the job based on the draft job description; and shall make a recommendation to the Bargaining Committees with respect to the temporary pay grade for the job.
- c) The job shall be posted and any person appointed to the job shall be paid the temporary pay grade;
- d) After six (6) months from the appointment of an incumbent to the job, the incumbent(s) and the supervisor shall complete a Job Analysis Questionnaire which shall be submitted, along with an updated job description to the J.J.E.C.. The Committee shall review/develop a job description and rate the job according to the previously agreed to procedure. The pay grade shall be paid to each incumbent effective the date of his/her appointment to the job.

Settlements of Disagreements

In the event the J.J.E.C. is unable to reach agreement on any matter relating to the interpretation, application or administration of the Job Evaluation Programme, the Co-chairpersons shall request that the advisors to each party meet and attempt to effect a settlement.

If the Executive Director and the advisor are unable to effect a settlement then the matter shall be remedied in accordance with the provisions of the Pay Equity Act.

SIGNED AT Townsend, Ontario this 19<sup>th</sup> day of November, 2018.

FOR THE UNION

Sherry Stone  
Jenn LeBrun  
Carol Bomleuy  
Harmony Conti

FOR THE EMPLOYER

Harvey  
William  
W. Klein

LETTER OF UNDERSTANDING

Between

THE CHILDREN'S AID SOCIETY OF HALDIMAND AND NORFOLK

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND  
ITS LOCAL 1766

RE: REPLACEMENT EMPLOYEES

The Employer may hire a replacement employee solely for replacing staff during absences, or in cases of emergencies (i.e. unforeseen circumstances), for a period of not more than twenty (20) months unless otherwise mutually agreed between the parties. A replacement employee shall not be entitled to all rights and benefits of this Collective Agreement.

This letter is to form part of the agreement and will apply for the duration of the agreement.

SIGNED AT Townsend, Ontario this 19<sup>th</sup> day of November, 2018.

FOR THE UNION

FOR THE EMPLOYER

Tracy Stone  
Jenn LeBun  
Sarah Bomleux  
Harmony Conti

[Signature]  
[Signature]  
[Signature]

**LETTER OF UNDERSTANDING**

Between

THE CHILDREN'S AID SOCIETY OF HALDIMAND AND NORFOLK

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND  
ITS LOCAL 1766

**RE: SELF-FUNDED DEFERRED SALARY LEAVE PLAN**

**Description**

The Deferred Salary Leave Plan provides for permanent employees to self-fund a paid leave of absence by deferral of a proportion of salary, which provides income during the period of the leave.

This Plan would afford staff the opportunity of taking a one (1) year leave of absence with pay by spreading four (4) years' salary payments over a five (5) year period.

The Self-Funded Deferred Salary Leave Plan is voluntary and is established in accordance with and subject to the regulations of Canada Revenue Agency (CRA).

Operation of the Plan is at no cost to the Employer.

**Eligibility**

Any permanent employee having a minimum of one (1) year seniority with the Employer is eligible to apply for participation in the Plan.

**Application**

An employee must make written application to the Executive Director by September 30th of the year prior to the Plan beginning. The employee shall declare the start date at this time.

Written acceptance or denial of the employee's request, with explanation, will be forwarded to the employee within sixty (60) days of when the written request was made.

Approval of the employee's request to participate in the Plan shall rest solely with the Executive Director. Denial of approval shall not become the subject of a grievance or arbitration.

In the event two (2) or more employees apply, preference shall be given to the most senior employee who has not already used the Plan.

An employee wishing to participate in the Plan shall be required to sign an Agreement which forms part of this Appendix C as attached.

## **General**

During the period of salary deferment, prior to the commencement of the leave, twenty percent (20%) of the employee's gross salary in each of the first four (4) years of the Plan shall be placed into an individual trust account in the Employer's name on behalf of the employee, at the Employer's branch of the Royal Bank. This money will be retained for disbursement to the employee during the period of the leave.

Income tax will be deducted on the basis of 80% of total gross salary in each of the first four (4) years of the Plan. Any interest earned on the bank account is taxable and will be reported on a T5 each year. Withdrawals from the savings plan in year five (5) are taxable.

Contributions for Canada Pension Plan (CPP) are deducted on the basis of 80% of total gross salary in each of the first four (4) years of the Plan. Withdrawals from the bank account in year five (5) will be subject to CPP deductions.

Employment Insurance (EI) is deducted during the period of deferment based on 100% of the total gross salary earned. Withdrawals from the bank account in year five (5) are not subject to EI deductions.

Contributions to OMERS during the period of deferment are made based on 100% of the employee's gross earnings. No contributions are made during the period of leave, by either the employee or the Employer, this period being considered a purchasable period of service.

During the period of deferment, subject to continuing eligibility under the master policy, premiums and benefits under Life Insurance and Long Term Disability (LTD) coverage would be based on 80% of regular earnings over the five (5) years. If the employee was to become disabled during the fifth year of the Plan while being on leave, disability payments would not begin until the later of the LTD elimination period and the scheduled return to work date. During the self-funded leave period, LTD, Group Life, Accidental Death & Dismemberment, Extended Health and Dental benefits may be continued subject to prior approval by the insurance company and the employee paying all benefit premiums in full.

The leave period is not insurable by the Workplace Safety & Insurance Board. Vacation and float day entitlements shall not be accrued during the leave period. Without prejudice, these entitlements shall be at 100% during the first four (4) years of the Plan.

During the period of the leave, the employee shall not be entitled to use of sick leave.

No employee shall be allowed to take the period of leave until that period has been fully funded by payroll deduction.

During the period of leave, employees who are members of the Union shall accrue seniority and contribute the amount specified by the Union as being equal to monthly dues. Such contributions shall be deducted by the Employer and paid to the Union in keeping with the normal practice.

During the self-funded leave year, the Employer shall make payment to the employee as follows: the amount of the funds, held on behalf of the employee, shall be divided by the number of pay periods in the length of the leave to arrive at the gross bi-weekly payment (before any deductions). At the end of the year's leave of absence, any additional accumulated interest shall be paid to the employee.

In cases where an employee withdraws from the Plan early or resigns from the Employer while enrolled in the plan, the employee shall be paid a lump sum adjustment equal to any monies deferred plus interest accrued to the date of withdrawal for the Plan, less any administration charges levied and statutory deductions owing on said monies. In order to withdraw from the Plan, the participating employee must provide three (3) months' notice to the Employer.

In the event of the death of any employee participating in the Plan, monies accumulated plus interest accrued shall be paid to the employee's estate, subject to the Employer receiving the necessary clearances and proofs normally required for payment to estates.

Upon completion of the self-funded leave, the employee shall return to the same or a similar position (including level of responsibility), based on availability. If the position of the employee on leave is terminated, the employee will become subject to the lay-off provisions of the Collective Agreement upon scheduled return to work. If such a termination should occur, the Employer will endeavour to notify the employee while on leave as soon as possible.

The Employer assumes no responsibility for any consequence arising out of the Plan related to the effects on the employee's pension income through OMERS or the Canada

Pension Plan, or income tax arrangements, or employment insurance, or any other liability arising from participation in the Plan. All financial or legal indemnities arising from this Plan shall be borne by the employee.

SIGNED AT Townsend, Ontario this 19<sup>th</sup> day of November, 2018.

FOR THE UNION

Shary Stae  
Jean LeBeun  
Carol Bonleuey  
Monti

FOR THE EMPLOYER

[Signature]  
[Signature]  
[Signature]

**AGREEMENT  
RE: SELF-FUNDED DEFERRED SALARY LEAVE PLAN**

I have read and agree to the terms and conditions of the Self-Funded Deferred Salary Leave Plan of The Children's Aid Society of Haldimand and Norfolk attached hereto. I also agree to the following additional conditions:

The period of my plan shall commence \_\_\_\_\_ and end \_\_\_\_\_.

I agree to take my self-funded leave commencing \_\_\_\_\_ and ending \_\_\_\_\_. It is understood that The Children's Aid Society of Haldimand and Norfolk will not have any obligation to offer me a position until the before noted ending date.

During the funding period of the Plan, I agree to be paid at a rate of 80% of my gross salary. I accept responsibility for any financial indemnity arising out of participation in this Plan.

I agree, during my self-funding period of leave to be paid in total, the amount withheld during deferment period in which I participated in the Plan. The method of payment shall be as outlined in the Self-Funded Deferred Salary Leave Plan.

I agree during the self-funded leave period to be responsible for 100% of the premium costs resulting from my participation in eligible employee benefit plans. (I agree that The Children's Aid Society of Haldimand and Norfolk shall deduct such premium payments from each pay during my self-funded leave year unless I confirm that I have decided not to maintain benefits coverage during the period of leave.)

I voluntarily enter into this Agreement and will not hold The Children's Aid Society of Haldimand and Norfolk liable for any consequence affecting myself regarding income tax, contributions to/or benefits from OMERS Pension, Canada Pension Plan, Employment Insurance or any other consequence of a legal or financial nature. All financial and legal indemnities arising from this plan are borne by myself.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

I recommend that \_\_\_\_\_ be granted the above requested leave.

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date

**LETTER OF UNDERSTANDING**

BETWEEN

CHILDREN'S AID SOCIETY OF HALDIMAND AND NORFOLK

AND

CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1766

**RE: EARLY RETIREMENT**

The parties believe that a flexible policy of retirement has advantages for the employer and the employees. The following agreed upon procedure will be followed in determining the arrangements for early retirement.

It is understood that requests for early retirement may be initiated by either party. At no time will such a request be considered detrimental to the employee should, upon complete review of the early retirement proposal, either party decides that retirement is not appropriate at this time.

However, it is recognized that each case will be decided on its merits.

**Step 1**

A meeting will be held between the employee, a union representative, and management to discuss retirement.

**Step 2**

A meeting will be arranged then, with the employee, the union representative, and financial officer of the Employer to explore options which may be available to the employee.

**Step 3**

If early retirement is agreed to, a proposal will be prepared by the employer for approval, provided retirement is warranted in the opinion of either party. The proposal may deal with matters such as continuation of benefits, utilization of vacation credits, termination allowance where appropriate.



**LETTER OF UNDERSTANDING**

Between

THE CHILDREN'S AID SOCIETY OF HALDIMAND AND NORFOLK

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1766**RE: WORKLOAD**

The Employer and the Union are committed to maintaining a workplace that demonstrates a sincere and continuing interest in the individual and collective well-being of all staff and recognizes the inherent worth and dignity of every Employee. The Employer further recognizes that the issue of workload is an important concern. Further, the Employer recognizes its responsibility to provide services through employees in accordance with the *Child and Family Services Act* and to conform to current Ministry standards.

The Employer undertakes to utilize a variety of methods in an ongoing effort to effectively manage workload demands. These methods may include but are not limited to the following:

1. Assign cases based on a reasonable distribution of workload, the needs of the Employer, the individual skill level and experience, current workload and anticipated workload fluctuations. This will involve the Employer's knowledge of the following factors:
  - number of cases before the court;
  - number of designated high risk cases;
  - adoption/foster (e.g. mixed caseloads, home studies);
  - high profile and/or contentious cases;
  - Employee's attendance at training;
  - number of supervised access visits;
  - amount of required driving time;
  - team coverage;
  - coverage of leave of absence, including vacation and prolonged illnesses;
  - complexity of cases;
  - committee work/field instruction expectations;
  - introduction of new technology and systems;
  - mentoring new staff; and
  - number of training preparations and presentations.
2. Ensure the scheduling of regular ongoing supervision.

3. Afford employees who are voluntarily vacating any positions reasonable opportunity to complete any documentation requirements prior to their last day of work.
4. Fill vacancies caused by retirements/resignations and planned leaves in excess of three months as soon as it is reasonably practicable.
5. Ensure periodic workload reviews with each service team quarterly, analysing the distribution of volume of workload. Outcomes to be shared with the Union.
6. Workload issues will be a standing agenda item at each Union/Management meeting. Supervisors will also discuss workload in each supervision meeting and document such review with each worker.
7. Where an individual worker notifies his/her supervisor that the individual's workload level has increased to an unreasonable level or if the supervisor concludes that the individual worker's workload is likely to exceed reasonable levels, an assessment of the worker's workload level will be conducted by the supervisor. Such requests for workload assessments shall be submitted in writing to the supervisor. A copy of each request shall be forwarded by the supervisor to the Director of Service, the Human Resources Manager and the Union. In either case of a workload assessment initiated by the worker or the supervisor, the supervisor shall meet with the worker and analyze the workload within five working days of a written request for assessment by the worker, within five working days of the date the supervisor notifies the worker that a workload assessment is being initiated, or on such other date agreed to between the supervisor and the worker. The supervisor may involve other supervisors and other members of management to explore alternatives towards resolution of the issues raised. A decision will be made at the supervisory level within seven working days from the initiation of the workload assessment.
8. Issues of workload not resolved between the employee and his/her immediate supervisor can be referred to the Director of Services for review by either party. In any meeting held between the Director of Services, the employee, and his/her immediate supervisor, the employee may have Union representation at such meeting.
9. The Parties agree that planned supervisions sessions may include:
  - A review and determination of clinical case management issues and case direction.
  - Discussion of personal circumstances that may have an impact on workload management.
  - Identification of support and planning for complex and high risk cases. This will include identification of which cases will be directed to structured decision-making conferences.
  - Review of documentation requirements and recording plans.
  - The extent of the supervision will vary based on the employee's time in

the position, level of experience, strengths and weaknesses identified, documentation standards required of the employee's files, and the complexity and the number of cases assigned.

- The supervisor and the employee shall be committed to making themselves available when supervision is scheduled, being properly prepared and focused on matters of relevance.

10. During the term of this Agreement, should the Ministry of Children & Youth Services establish benchmarks, or case ranges, to determine appropriate workload for employees of Children's Aid Societies, the Parties agree to meet within 30 days to develop caseload benchmarks.

11. This letter of Agreement does not form part of the Collective Agreement and is not subject to the grievance and arbitration provisions thereunder with the sole exception that a grievance may be filed where the Employer fails to conduct a workload assessment in compliance with point #7.

Signed at Townsend, Ontario this 19<sup>th</sup> day of November, 2018.

**FOR THE UNION**

Sherry Stone  
Aenn LeBun  
Paula Blum  
Monte

**FOR THE EMPLOYER**

Ken O'Neil  
William  
P. O'Brien

**LETTER OF UNDERSTANDING**

Between

THE CHILDREN'S AID SOCIETY OF HALDIMAND AND NORFOLK

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1766

**RE: LIABILITY PROTECTION**

1. Subject to the provisions outlined hereinafter, the Employer shall provide legal counsel and protection for both civil and criminal liability to employees and former employees for any acts or omissions arising out of the discharge of her authorized and assigned duties while employed by the Employer except where providing such counsel and protection constitutes a conflict of interest.
2. The Employer will negotiate with an insurance provider to extend legal defence coverage up to \$100,000 per case, subject to an annual aggregate amount of \$500,000. If successful, the Employer will pay the full premium cost of such insurance. All claims will be submitted directly to the insurance carrier and eligibility shall be subject to the terms of the insurance policy. To the extent that any provision herein conflicts with the insurance policy, the insurance policy shall govern. All disputes relating to the coverage with respect to any claim shall be determined as between the claimant and the insurance carrier.
3. Where the employee is eligible for coverage under these provisions, the Employer, the insurance carrier (where applicable) and the employee shall endeavour to agree upon the identity of such counsel. In the absence of agreement, the choice of legal counsel shall be determined by the Employer subject to the terms of the applicable insurance policy.
4. In the event that the employee is not eligible for insurance coverage under these provisions or does not elect to utilize the services of legal counsel approved by the Employer, the Employer and the Union agree to provide the employee with a list of counsel who has expressed an interest in the provision of service. In doing so, the Employer and the Union are not endorsing the use of said counsel and the employee at the insurer's and the Employer's sole discretion may be solely responsible for all legal costs and liability incurred.

5. In the event that criminal charges are laid against an employee or former employee arising as a result of, or during the performance of assigned and authorized duties (with exception of the Highway Traffic Act), and the employee is eligible for coverage under these provisions, the Employer shall pay all legal costs (meaning reasonable lawyer's fees and disbursements) therefrom up to the end of trial or the withdrawal of the charges that exceed the amount of coverage provided by the insurance carrier through the insurance policy, subject to the following conditions:
- i. the charge arises directly out of events incurred while the employee was actively in the course of performing his/her duties in good faith on behalf of the Employer and;
  - ii. the employee was acquitted of all charges and;
  - iii. such acquittal of the charge or charges as laid was not affected by a plea or pleas by the employee to a lesser charge or charges.

In the event the employee or former employee is convicted, the Employer reserves the right to recover all or any portion of the legal costs paid by the Employer.

6. In the event that the criminal charges are heard on the merits and there is an acquittal on the merits that has not been reversed on appeal, and on review the Employer is satisfied that:
- i. the employee has carried out the Employer's mandate to provide child protection and/or service in good faith and in a professional manner; and
  - ii. the employee has not committed a serious breach or dereliction of said duties and/or responsibilities;

The Employer shall reimburse the employee for that part of the legal costs of the appeal that exceed the amount of coverage provided by the insurance carrier through the insurance policy on a party/party basis as a maximum.

7. The Employer agrees that in situations where charges have been laid against an employee and on review the Employer is satisfied that:
- i. the employee has carried out the Employer's mandate to provide child protection and/or service in good faith and in a professional manner; and
  - ii. the employee has not committed a serious breach or dereliction of said duties and/or responsibilities;

the Employer may grant the employee a leave of absence with pay and full benefits until the conclusion of the legal process.

8. It is further agreed that if upon completion of the trial of criminal charges, there is a conviction and the employee or former employee elects to appeal the conviction and request the Employer and/or the insurer to fund the legal expenses of the appeal, the Employer and/or the insurer will undertake a review of the merits of the appeal and once that appeal is completed, the Society may elect to fund all or any portion of the appeal process.

This letter of understanding does not form part of the Collective Agreement and shall not be the subject matter of a grievance or an arbitration with the sole exception that a grievance may be filed where the employer fails to arrange for legal defence coverage with an insurance provider in accordance with the claim amounts listed in paragraph 2, herein, or fails to pay the premium cost for such coverage.

Signed at Townsend this 19<sup>th</sup> day of November, 2018.

FOR THE UNION

Sherry Stone  
Jenn Le Brun  
Baral Bimlany  
Monti

FOR THE EMPLOYER

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[Signature]  
[Signature]

LETTER OF UNDERSTANDING

Between

THE CHILDREN'S AID SOCIETY OF HALDIMAND AND NORFOLK

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1766

RE: VACATION ACCRUAL DURING PREGNANCY & PARENTAL LEAVES

Eligible employees shall accrue vacation time with pay during their statutory Pregnancy and/or Parental Leave periods, defined in Article 22.07 of the Collective Agreement. Vacation entitlement shall remain as outlined in Article 20 of the Collective Agreement.

All vacation credits accrued during Pregnancy and/or Parental Leave periods and any outstanding vacation earned prior to the commencement of the aforementioned Leaves shall be used consecutively by the employee at the end of her/his Pregnancy and/or Parental Leave periods prior to the date of return to the workplace.

Float days shall not be accrued during Pregnancy and/or Parental Leave periods.

This letter of Agreement does not form part of the Collective Agreement and is not subject to the grievance and arbitration provisions.

Signed at Townsend, Ontario this 19<sup>th</sup> day of November, 2018.

FOR THE UNION

Sherry Stone  
Jenn LeBun  
Carol Bonduray  
A. Conti

FOR THE EMPLOYER

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[Signature]  
[Signature]

**LETTER OF UNDERSTANDING**

- between -

THE CHILDREN'S AID SOCIETY OF HALDIMAND AND NORFOLK

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND  
ITS LOCAL 1766

**RE: HEALTH AND SAFETY**

Recognizing the inherent dignity and worth of each individual, the Employer and the Union agree to support initiatives and policies that promote an environment free from threats of violence or acts of harm and to support and promote an environment that is free of harassment including bullying, in accordance with the Occupational Health and Safety Act.

The Employer and the Union will work together with the Joint Health and Safety Committee to:

- Recommend measures designed to reduce or eliminate harassment and/or violence in the workplace
- Ensure that employees attend any mandatory safety training
- Ensure that all employees and supervisors adhere to safety protocols and procedures.

The Joint Occupational Health and Safety Committee shall review all Health and Safety policies and/or protocols on a yearly basis.

The Joint Occupational Health and Safety Committee will review and make recommendations for staff training and or education on subject matters such as, but not limited to:

- Causes of violence
- Factors that precipitate violence
- Recognizing the warning signs of violence
- Prevention of the escalation of violence
- Diffusing aggressive situations
- Staff safety awareness and staff safety risk assessment procedures

**Addressing Safety Risk**

When an employee brings forward a safety risk, their supervisor will discuss the extent of the risk with the employee and will review and assess the concern. If appropriate, after consultation with the employee, the supervisor will develop measures and/or procedures to help minimize the risks. Those measures may include, but are not limited to be:

- Rescheduling and establishing a safe time for the visit
- Conducting the visit at a safer location
- Establishing a plan for checking-in and checking-out or other monitoring
- Arranging to be accompanied by another employee or the police
- Having the employee complete an alert form

The employee or supervisor may request the input of the Director of Service.

When a Health and Safety Incident Report form has been completed to report a violence related incident the employee's Supervisor and/or the Director of Human Resources and the appropriate Joint Occupational Health and Safety representative will work collaboratively to:

- Ensure that appropriate responses to the incident of violence occur
- Provide assistance and support to those who experienced the incident of violence
- Review procedures for reporting, investigating, documenting incidents, and
- Provide recommendations to reduce incidents of workplace violence

An employee has the right to refuse to perform work in accordance with the *Occupational Health and Safety Act* and subject to the exceptions set out therein.

**Harassment and Bullying**

The Society is committed to foster a safe and respectful work environment. No one has to tolerate harassment or bullying at work for any reason, at any time. No one has the right to harass anyone else at work or in any situation related to employment.

SIGNED at Townsend, Ontario this 19<sup>th</sup> day of November, 2018.

FOR THE UNION

Sherry Stone  
Jenn LeBuen  
Carol Ambury  
Harmony Conti

FOR THE EMPLOYER

Andrew J.  
W. Quinn  
D. Klein

**LETTER OF UNDERSTANDING**

- between -

THE CHILDREN'S AID SOCIETY OF HALDIMAND AND NORFOLK

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND  
ITS LOCAL 1766

**RE: DUTY TO ACCOMMODATE**

The Employer recognizes its obligation to consider requests for accommodation in good faith, to accommodate the needs of employees with disabilities up to the point of undue hardship, and to do so in a timely way where reasonably practicable.

The Union recognizes its obligation to cooperate in the Employer's efforts to accommodate and to support accommodative measures, including when they conflict with the provisions of the Collective Agreement.

The parties recognize the obligation of persons with disabilities to inform the Employer of their needs, assist in obtaining the required medical and other information, and cooperate with the Employer to facilitate their accommodation.

SIGNED at Townsend, Ontario this 19<sup>th</sup> day of November, 2018.

**FOR THE UNION**

Sherry Joe  
Jenn LeBuen  
Carol Bembury  
Monti

**FOR THE EMPLOYER**

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[Signature]  
[Signature]

**LETTER OF UNDERSTANDING**

- between -

THE CHILDREN'S AID SOCIETY OF HALDIMAND AND NORFOLK

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND  
ITS LOCAL 1766

**RE: BENEFITS FOR EARLY RETIREES**

Upon request, permanent full time employees who retire between the ages of 55 and 64 and have had least twenty-five (25) years of continuous service with the Employer are eligible to be provided with up to \$50 per month, less statutory deductions, to be put towards the premiums for personal medical, dental and/or life insurance until they reach age 65.

In order to receive this benefit, on an annual basis, employees must provide the Employer with satisfactory documentation from their insurer demonstrating their enrolment in such a benefit plan and the cost of the premiums. For clarity, employees are eligible to receive the lesser of the actual monthly cost of the premiums and \$50 per month, less statutory deductions.

SIGNED at Townsend, Ontario this 19<sup>th</sup> day of November, 2018.

**FOR THE UNION**

Shony Stree  
Jean LeBlanc  
Carol Bonduy  
A Conti

**FOR THE EMPLOYER**

[Signature]  
[Signature]  
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